

**THE UNITED REPUBLIC OF TANZANIA  
TANZANIA COMMUNICATIONS REGULATORY AUTHORITY**



**LICENCE GRANTED UNDER**

**THE ELECTRONIC AND POSTAL COMMUNICATIONS ACT, CHAPTER 306 OF THE  
LAWS OF TANZANIA AND THE TANZANIA COMMUNICATIONS REGULATORY  
AUTHORITY ACT, CHAPTER 172 OF THE LAWS OF TANZANIA**

**BY THE TANZANIA COMMUNICATIONS REGULATORY AUTHORITY**

**TO**

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**FOR**

**THE PROVISION OF NETWORK  
SERVICES IN THE UNITED REPUBLIC OF TANZANIA**

**DATE: .....**

**LICENCE GRANTED BY TANZANIA COMMUNICATIONS REGULATORY AUTHORITY TO ----- FOR THE PROVISION OF NETWORK SERVICES IN THE UNITED REPUBLIC OF TANZANIA**

**1.0 DEFINITION**

In this licence, unless stated otherwise or the context otherwise requires:-

- 1.1. **“Acts”** means Electronic and Postal Communications Act, Chapter 306 of the Laws of Tanzania and the Tanzania Communications Regulatory Authority Act, Chapter 172 of the Laws of Tanzania.
- 1.2 **“Authority”** means the Tanzania Communications Regulatory Authority;
- 1.3 **“Initial Licence Fees”** means the once upfront fee paid to the Authority for the grant of the Licence.
- 1.4 **“Licence”** means authority to operate and provide National Network Services;
- 1.5 **“Licensee”** means -----;
- 1.6 **“Network Services”** means a service for the carrying of information in the form of speech or other sound, data, text or images, by means of guided or unguided electromagnetic energy but does not include services provided solely on the customer side of the network boundary;
- 1.7 **“Royalty”** means an annual charge paid to the Authority for providing licenced services;

**2.0 SCOPE OF THE LICENCE**

- 2.1. In accordance with Section 11 of the Electronic and Postal Communications Act, Chapter 306 of the Laws of Tanzania and the Tanzania Communications Regulatory Authority Act, Chapter 172 of the Laws of Tanzania, Authority hereby grants a Licence to ----- to provide Network Services in the United Republic of Tanzania;
- 2.2. The Licensee is authorized to operate in the United Republic of Tanzania and provide Network Services as contained in **Appendix I**.
- 2.3. The Licensee shall be required to submit annually to the Authority updated roll out plans on the provision of its services.

### **3.0. DURATION AND RENEWAL OF THE LICENCE**

- 3.1 This Licence is granted on ..... (the Effective Date) for a period of 25 years ("the licence period");
- 3.2 The Authority shall renew the Licence in accordance with the Tanzania Communications Regulatory Authority Act, 2003, on substantially the same terms and conditions as those applicable to the Licensee during the preceding Licence period provided that the Licensee has not been in the material breach of the Licence conditions;
- 3.3 The licence terminates upon expiry of the Licence term if it is not renewed.

### **4.0 OWNERSHIP AND CORPORATE OBLIGATION**

- 4.1. The Licensee's shareholding structure is as contained in **Appendix II**;
- 4.2. The Licensee shall comply with the following conditions on ownership:-
  - 4.2.1 to notify the Authority in writing of any changes to its ownership and control structure.
  - 4.2.2 to notify the Authority of any joint venture into which it enters with any:
    - (a) person; or
    - (b) entity holding a licence issued by the Authority

### **5.0 LICENCE FEES**

- 5.1. The Licensee shall in respect of National Network Services Licence be required to pay to the Authority the following:
  - 5.1.1 Application fee of \_\_\_\_\_
  - 5.1.2 Initial licence fee of \_\_\_\_\_
  - 5.1.3 0.8% of the Gross Annual Turnover as **royalty**.
- 5.2 In calculating the Royalty, the gross annual turnover shall comprise of the income received from the licenced services during the operating year and shall exclude VAT, in-payments from other telecommunication operators and out-payments to other telecommunication operators, in each case whether inside or outside of the United Republic of Tanzania and shall also exclude transfer charges.
- 5.3 The above Royalty fee shall be payable quarterly in arrears. Any royalty fee delayed for more than thirty (30) days shall attract an interest at prevailing official bank lending rate.

5.4 The amount of the Royalty paid by the Licensee for the Network Facilities, Network Services and Applications Services Licences combined, shall not exceed the amount of Royalty that the Licensee would have paid in the same circumstances under the old licensing regime it is migrating from.

#### **6.0. AUDITED ACCOUNTS**

The Licensee shall be required to prepare and submit to the Authority audited accounts on an annual basis within ninety (90) days immediately after end of the financial year of the Licensee.

#### **7.0 REQUIREMENT TO PROVIDE INFORMATION**

7.1 The Licensee shall be required to maintain financial records in accordance with good accounting practices and shall upon request make the books and records of accounts available for inspection by the Authority,

7.2 The Licensee shall be required to submit to the Authority on an annual basis within 90 days immediately after the end of the financial year of the Licensee the following information:

7.2.1 annual reports;

7.2.2 audited financial statements

7.2.3 geographical and population coverage;

#### **8.0 MODIFICATION**

8.1 Modification of the terms and conditions of this Licence together with the Appendices may only be made by written agreement between the Licensee and the Authority;

8.2 The Licensee and the Authority shall give due consideration to any proposal for modification made by the other party,

#### **9.0 COMPLIANCE WITH THE LAW**

The Licensee shall comply with the provision of the Acts and other laws of the United Republic of Tanzania.

#### **10.0 COMPLIANCE WITH REGULATORY REQUIREMENTS**

The Licensee shall comply with all conditions stipulated in this licence and other regulatory requirements provided under Regulations and Rules issued under the Acts.

## **11.0 QUALITY OF SERVICE**

- 11.1 The Licensee shall comply with Regulations issued under the Acts and as set by the Authority on quality of service.
- 11.2 The Licensee shall also be required to comply with Quality of Services as provided in the Regulations issued under the Acts for other technologies other than GSM.

## **12.0 INDEMNITY**

The Licensee shall indemnify the Authority against any claims or proceedings arising from any breach or failings on the part of the Licensee in relation to this licence.

## **13.0 SAFETY MEASURES**

The Licensee shall in respect of services operated, maintained or offered under this licence take proper and adequate safety measures to safeguard life or property, including exposure to any electrical emissions or radiations emanating from equipment or installation from such operations.

## **14.0 PROVISION OF NETWORK SERVICES**

- 14.1 The Licensee shall provide network services in accordance with the applicable recommendations of the International Telecommunication Union, other International standardisation bodies and any relevant regulations;
- 14.2 The Licensee shall provide network services as contained in Appendix I within a period of six (6) months from the effective date of this licence;
- 14.3 The Licensee shall not be required to provide network services where in the Authority's view it is not reasonable to require the Licensee to provide the services, including, but not limited to the following circumstances.
- 14.3.1 where it is beyond the Licensee's control;
- 14.3.2 where it would expose any person engaged in provision of the Network services to undue risk to health or safety; or
- 14.3.3 where it is not reasonably practicable.

## **15.0 CONFIDENTIALITY OF CUSTOMER INFORMATION**

The Licensee shall not disclose any information about any of its customers to any third party except to the extent that such information is required:-

- 15.1 for the purposes of debt collection by the Licensee from the customer concerned;
- 15.2 for statistical or research purpose provided the information is in such a way that it does not link to a particular customer;
- 15.3 by the Licensee's auditors for the purpose of auditing the Licensee's accounts;
- 15.4 by the Licensee's attorney(s) in connection with any potential, threatened or actual litigation between the Licensee and the customer concerned;
- 15.5 by the Authority for the purpose of performing its functions under the Acts;
- 15.6 by an order of the court in respect of legal proceedings between the customer and another party pending in court.

**16.0 UNIVERSAL SERVICE OBLIGATION**

The Licensee shall comply with the Universal Service/access obligations as may be provided for under the laws of the United Republic of Tanzania.

**17.0 HUMAN RESOURCE DEVELOPMENT**

- 17.1 The Licensee shall submit to the Authority the Human Resource Development Plan outlining strategies towards empowerment of its local staff.
- 17.2 The Licensee shall annually furnish the Authority the report of implementation of the Human Resource Development Plan.
- 17.3 The Licensee shall facilitate participation of its technical staff in training within or outside the United Republic of Tanzania.

**ISSUED AT DAR ES SALAAM ON THIS .....DAY OF .....**

.....  
**PROF. JOHN S. NKOMA**  
**DIRECTOR GENERAL**  
**TANZANIA COMMUNICATIONS REGULATORY AUTHORITY**

.....  
**IN THE PRESENCE OF THE SECRETARY TO THE BOARD**

**Appendix I: Roll-Out Plan**

<b>Services</b>	<b>Status</b>	<b>Capacity</b>	<b>Plan /Time Frame</b>	<b>Area</b>

**APPENDIX II: \_\_\_\_\_ SHAREHOLDING STRUCTURE**

<b>S/NO</b>	<b>NAME</b>	<b>NATIONALITY</b>	<b>PERCENTAGE (%)</b>
1.			
2.			
3.			